

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of Allstate Trucking, LLC, Notice of Apparent Violation and Intent to Assess Forfeiture.	:	Case No. 21-0575-TR-CVF (21-CR-403564)
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SETTLEMENT AGREEMENT

I. Introduction

Pursuant to Rule 4901:2-7-11 of the Ohio Administrative Code (O.A.C.), Allstate Trucking, LLC (Respondent) and the Staff of the Transportation Department of the Public Utilities Commission of Ohio (Staff) enter into this settlement agreement and urge the Commission to adopt the same.

It is understood by the Respondent and the Staff that this Settlement Agreement is not binding upon the Public Utilities Commission of Ohio (Commission). This agreement however, is based on the Respondent's and the Staff's desire to arrive at a reasonable result considering the law, facts and circumstances. Accordingly, the Respondent and the Staff believe that the Commission should adopt this Settlement Agreement.

This Settlement is conditioned upon adoption of the Settlement by the Commission in its entirety and without material modification. Each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Settlement constitutes a "material modification" thereof. If the Commission rejects or materially modifies all or any part of this Settlement, any Signatory Party shall have the

right to apply for rehearing. If the Commission does not adopt the Settlement without material modification upon rehearing, then within thirty (30) days of the Commission's Entry on Rehearing any Signatory Party may withdraw from the Settlement by filing a notice with the Commission ("Notice of Withdrawal"). No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Settlement. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Settlement are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to present evidence through witnesses, to cross examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Settlement are successful, then some or all of the Signatory Parties shall submit the amended Settlement to the Commission for approval after a hearing if necessary.

II. Procedural History

- A. A compliance review was conducted by Staff at the Respondent's facility at 1227 Deeds Ave., Dayton, Ohio. The inspection resulted in the discovery of a number of apparent violations, including:

49 C.F.R. §382.701(a)	Failure to conduct a pre-employment query.
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49 C.F.R. §382.711(b)	Failing to register in the Clearinghouse.
49 C.F.R. §387.15	Incomplete endorsement.
49 C.F.R. §395.3(a)(2)	Requiring or permitting property CMV driver to drive after 14 hours on duty.
49 C.F.R. §395.3(a)(3)(i)	Requiring or permitting property CMV driver to drive more than 11 hours.
49 C.F.R. §395.8(a)(1)	Failing to require a driver to prepare a record of duty status.
49 C.F.R. §395.8(e)(1)	False reports of records of duty status.
49 C.F.R. §396.3(b)	Failing to keep minimum records of inspection and maintenance.
49 C.F.R. §392.2	Operating a vehicle in violation of local/state laws – unsafe driving.
49 C.F.R. §387.7(a)	Operating a motor vehicle without having in effect the required minimum levels of financial responsibility coverage.
49 C.F.R. §396.3(b)	Failure to keep minimum records of inspection and vehicle maintenance.
49 C.F.R. §395.8(a)(1)	Failure to require a driver to prepare a record of duty status using appropriate method.
49 C.F.R. §391.45(a)	Using a driver not medically examined and certified.
49 C.F.R. §396.17(a)	Using a commercial motor vehicle not periodically inspected.
O.R.C. 4921.03	Transporting passengers and/or property without PUCO authority.

B. On February 3, 2021, Respondent was timely served with a notice of preliminary determination in accordance with Rule 4901:2-7-12, O.A.C. for Case No. 21-CR-403564. The preliminary determination assessed Respondent \$14,100.00 in the aggregate for the alleged violations.

- C. By letter dated May 5, 2021 and docketed May 12, 2021, Respondent, through counsel, made a formal request for an administrative hearing pursuant to Rule 4901:2-7-13, O.A.C.

III. Settlement Agreement

The parties hereto agree and recommend that the Commission find as follows:

- A. Respondent agrees to violations of 49 C.F.R. §§ 49 C.F.R. §§ 382.701(a), 382.711(b), 387.15, 395.3(a)(2), 395.3(a)(3)(i), 395.8(a)(1), 395.8(e)(1), 396.3(b), 392.2, 387.7(a), 396.3(b), 395.8(a)(1), 391.45(a), 396.17(a), and O.R.C. 4921.03, and recognizes that they may be included in the Respondent's Safety-Net Record and Respondent's history of violations insofar as they may be relevant for purposes of determining future penalty actions.
- B. Respondent agrees to pay a civil forfeiture of \$10,410 for the violations. Respondent has provided proof sufficient to Staff that it has taken remedial actions to address these violations.
- C. The payments shall be made payable to "Treasurer State of Ohio," and mailed to:

Public Utilities Commission of Ohio
Attn: Fiscal Section
180 E. Broad St., 4th Floor
Columbus, OH 43215-3793.

The case number (21-CR-403564) should appear on the face of the check.

- D. This settlement agreement shall not become effective until adopted by an order of the Commission. The date of the entry of the Commission order adopting the settlement agreement shall be considered the effective date of the settlement agreement.
- E. This settlement agreement is made in settlement of all factual or legal issues in this case. It is not intended to have any effect whatsoever in any other case or proceeding.

III. Conclusion

The Signatory parties agree that this Settlement Agreement is in the best interest of all parties, and urge the Commission to adopt the same. The undersigned respectfully request that the Commission issue an entry in accordance with the terms set forth in this Settlement Agreement.

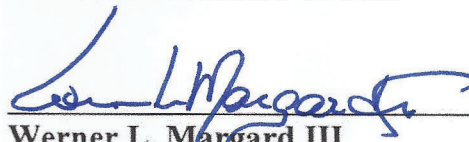
The parties have manifested their consent to the Settlement Agreement by affixing their signatures below on this 13th day of December, 2021.

On behalf of Respondent,
Allstate Trucking, LLC



Michael J. Yemc, Jr.
Yemc Law Offices
600 South Pearl Street
Columbus, OH 43206

On behalf of the Staff of the Public
Utilities Commission of Ohio



Werner L. Mangard III
Assistant Attorney General
Public Utilities Section
30 East Broad Street, 26th Floor
Columbus, OH 43215

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

12/15/2021 9:28:01 AM

in

Case No(s). 21-0575-TR-CVF

Summary: Agreement Settlement Agreement electronically filed by Mrs. Kimberly
M. Naeder on behalf of PUCO